



## COACHING AGREEMENT

In consideration of the mutual covenants, and upon the conditions set forth herein, Client requests and the Coach [Powerful U] agrees to provide Coaching services as follows:

### DESCRIPTION OF SERVICES

The services to be provided by the Coach are designed jointly between Coach and Client and are based on the Client's expressed interests, goals, and objectives. The Coach employs assessments, discussion, questions, and/or practices as deemed necessary to assist Client in reaching Client's objectives.

Coaching is designed to address objectives the Client would like to consider which could include personal objectives (including but not limited to: career development, relationship enhancement, spiritual growth, lifestyle management, life balance, decision making, and achieving short-term or long-term goals) and/or professional development and goals.

The Client acknowledges that deciding how to handle these objectives, incorporate Coaching into those areas, and implement choice is exclusively Client's responsibility.

Coaching is for people who are healthy, well adjusted, emotionally steady, effectively functioning, and wanting to make changes in their lives or more intentionally to focus on a challenge or objective. Coaching is most effective when both parties are candid, open, honest, and straightforward in their communication.

Coaching success depends largely on the Client's willingness to be open-minded, redefine, experiment, and try new approaches and take an active participation in the change process.

### NATURE OF RELATIONSHIP

The Client is here informed and understands that the Coaching relationship is not psychotherapy, psychological counseling, or any type of therapy, nor is it a substitute for these services. In the event the Client feels there is a need for professional counseling or therapy, it is the responsibility of the Client to seek a licensed professional who can provide these services.

If the Client is or has experienced suicidal thoughts or is on state altering prescribed medication, it is the responsibility of the Client to inform the Coach before engaging in coaching. The Coach will require a signed letter from Client's physician or similar to be accepted into coaching.

If the Coach believes that such services will be valuable to the Client, the Coach will recommend them. It is the responsibility of the Client, if currently in therapy or otherwise under the care of a mental health professional, to consult with the mental health care provider regarding the advisability of working with a Coach and to make such person aware of the decision to proceed with the Coaching relationship.

The Client understands that the Coaching relationship is not to be used as a substitute for professional advice by legal, medical, financial, business, spiritual, or other qualified professionals. The Client is responsible for seeking independent professional guidance for legal, medical, financial, business, spiritual, or other matters. Client understands and acknowledges that all decisions in these areas are exclusively the Client's and that any decisions and actions regarding them are the sole responsibility of the Client.

The Client confirms that they are not under the influence of prescribed state or mind-altering medication and are not experiencing suicidal tendencies. It is the Client's responsibility to inform the Coach of this before any coaching begins and if this becomes true during the coaching process.

## **WAIVER**

Client acknowledges and agrees that during the services Coach may ask Client questions that may be personal, challenging, or disturbing. Client acknowledges and agrees that Client is fully responsible for physical, mental, and emotional well-being during Coaching sessions, and is fully responsible for any actions, choices, and decisions made as a result of the Coaching.

Client waives and releases any claims arising or results from Coach's questions, suggestions, and advice and from actions, choices, and decisions made by the Client. This waiver does not apply to conduct or actions outside the scope of the Coaching services.

## **MUTUAL NONDISCLOSURE**

The Coach and client mutually recognize that they may discuss future plans, business affairs, customer lists, financial information, job information, goals, personal information, and other private information. The Coach will not communicate the client's information to any third party. In order to honor and protect the Coach's intellectual property, the client likewise agrees not to disclose or communicate information about the Coach's practice, materials, or methods to any third parties.

## **CONFIDENTIALITY**

Coach acknowledges that she may obtain confidential personal and/or business information from Client and agrees to keep and maintain such information confidential and not to disclose or use such information without Client's prior **written** consent. In order to provide Client with the highest quality of service, Coach reserves the right to discuss and receive Coaching on certain topics anonymously and hypothetically with other Coaches for said purpose.

## **EXCEPTIONS**

Exceptions where the Coach may make a disclosure include:

- 1). If the Client shares information that gives the Coach reasonable cause to believe there are threats of serious harm to the Client herself/himself or others.
- 2). If the Coach's records are subpoenaed or other law requires disclosure.
- 3). Some means of communication, such as wireless telephones and email may be not secure from eavesdropping, so if you agree to their use you are indicating your agreement to utilize a communication medium that may not be confidential.
- 4). To prevent the Client from committing a criminal or fraudulent act or to mitigate or rectify such conduct.
- 5). To secure legal advice about the Coach's compliance with this agreement.

## **EMPLOYER PAID COACHING**

When an employer pays for Coaching, the Coach will not share personal or confidential information about the Client with the employer, unless at the request/agreement of Client.

## **DISPUTE RESOLUTION**

Any controversy or claim arising out of or relating to this agreement, or the breach of this agreement, shall be settled by arbitration, which will occur via telephone by an arbitrator that we mutually agree upon. The costs of the arbitration shall be shared equally between parties.

## **CANCELLATION OF COACHING SESSION**

Coaching session cancellations must be made via email at least 2 working days in advance of appointed time. If Client misses or cancels a scheduled session without providing at least 2 working days notice, Client will forfeit the session as scheduled. No refund or credit for late cancellations or no shows will be made. Powerful U Coaching will make reasonable efforts to reschedule appointments that are cancelled appropriately in a timely manner.

Powerful U Coaching agrees to provide at least of 2 working days notice to the client if the Coach must cancel a session. If Coach misses or cancels a scheduled session without providing at least 2 working days' notice, Powerful U Coaching agrees to reschedule the Coaching Session as well as provide an additional Coaching Session at no charge, if requested.

## **CANCELLATION OF COACHING PACKAGE & TERMINATION OF SERVICES**

Upon the Client agreeing to and engaging in a coaching package (set number of coaching sessions over agreed period of time), the Client is purchasing (personally or through their company) a full coaching package and is liable to making full payment of cost as set out and agreed. The Client may, however, immediately at the end of the first session terminate and request a full refund excluding the session undertaken. Client may also cancel or terminate the coaching process anytime after session one but will not be entitled to a refund of outstanding sessions. Coaching Services are billed in advance and termination of the coaching process by 'The Coach' will entitle the client to a full refund of outstanding coaching session pro-rata.

## **NATURE OF AGREEMENT**

This Agreement shall, in all respects, be governed by the laws of Ohio applicable to agreements executed and to be performed within Ohio. This Agreement constitutes the entire understanding and agreement of the parties, and no amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto.

## **COUNTERPARTS AND SIGNATURES**

This Agreement may be executed in counterparts, and each executed counterpart shall have the efficacy and validity of a signed original and with the same effect as if all parties hereto had signed the same document. All counterparts so executed shall be deemed to be an original, shall be construed together and shall constitute one agreement. Photographic copies of such executed counterparts may be used in lieu of the original for any purpose. Further, this Agreement may be executed by an electronic, jpeg, or other digital method of signature.



### **THE AGREEMENT**

I have read, understand, and accept the above terms and conditions and authorize Powerful U Coaching to engage with me/us in Coaching.

Signed \_\_\_\_\_ dated \_\_\_\_\_

On behalf of Client

Signed \_\_\_\_\_ dated \_\_\_\_\_

On behalf of Powerful U Coaching

**PLEASE EMAIL TO POWERFUL U COACHING BEFORE OR BRING YOUR SIGNED COPY ALONG TO YOUR FIRST COACHING SESSION.**